

GENERAL TERMS AND CONDITIONS OF BUSINESS

DETAX GmbH & Co. KG, Carl-Zeiss-Str. 4, D-76275 Ettlingen/Germany (HRB Mannheim 36 1539)

1. General Information, Area of Application

1.1 The terms and conditions set out below shall form part of the agreement concluded between DETAX GmbH & Co. KG (hereinafter "DETAX" and customers (hereinafter "buyer").

1.2 Our general terms and conditions of business shall apply in accordance with the most recent version and to all subsequent transactions without any need of express reference thereto or agreement thereon at the conclusion of such transaction and shall also apply if we perform delivery despite our knowledge of differing or contrary terms.

1.3 These terms and conditions shall apply to vis à vis merchants, governmental entities, or special governmental estates within the meaning of § 310 (1) BGB (German Civil Code).

1.4 These terms and conditions apply exclusively. Differing or contrary terms shall not apply except if expressly agreed upon in writing.

2. Conclusion of an Agreement, Partial Deliveries, Prohibition of Assignment

2.1. Our offers and price and service quotes are subject to change and nonbinding, provided they are not expressly confirmed through order confirmation or confirmed through the transmission of goods.

2.2 Title to and copyright in all cost estimates, drawings and other documents shall remain with DETAX. All such documents and all other information and data received by the buyer from DETAX which are not common knowledge in the industry shall be held in confidence by the buyer and shall not be disclosed to third parties without DETAX's prior written consent.

2.3. The agreement is concluded under the condition that services will not be carried out or only carried out in part if an incorrect delivery or a delivery not in proper form is received from suppliers. If the goods or services are not available or only partly available, the compensation will be provided in return.

2.4. DETAX is entitled to make partial deliveries.

2.5. The buyer may not transfer his/her contractual rights to third parties without the express consent of DETAX. § 354a HGB remains unaffected.

3. Prices, Payment Terms and Late Payments

3.1. Unless otherwise specified in the order confirmation, our prices are "ex works" (according to Incoterms 2010) in Euro, but do not include additional taxes and expenses incurred by the buyer in the respective statutorily set amounts on the date of invoicing. Packaging costs are invoiced separately. The buyer shall generally bear the costs for transport and insurance. Loss on exchange arising in the case of payment in foreign currency is to be borne by the buyer. For orders under 100.00 Euro net value, DETAX calculates a minimum quantity surcharge of 15.00 Euro. Prices confirmed in writing shall remain firm for a period of two months from the date of DETAX' order confirmation.

3.2. DETAX reserves the right, between conclusion of the contract and prior to delivering the goods, to increase the price of the goods as necessary based on general external price increases outside of his/her control (such as exchange rate fluctuations, currency regulations, changes in duty rates, significant increase in material or manufacturing costs) or due to changes in suppliers.

3.3. Invoices are due for payment immediately upon receipt and without any deductions, unless otherwise agreed upon. Payments are to be made exclusively via bank transfer; any other payment methods are not considered to fulfil the duty of payment. The customer agrees to the electronic transmission of the invoice. New customers are only supplied after payment is received.

3.4 Upon expiry of the payment period (section 3.3) the buyer is in default, without the need for a prior reminder. DETAX may, as desired:

- terminate the agreement or suspend further deliveries to the buyer; or
- charge the buyer interest on the unpaid sum totalling 8 percentage points annually over the respective base rate of interest until final and full payment has been made. Starting from the second payment reminder, DETAX calculates a 10.00 Euro processing fee. The right to assert claims for further damages due to the default shall remain unaffected.

3.5 In the case of VAT-exempt deliveries in the European Community, the buyer is obligated to provide the certificates or supporting documents requested by the German fiscal authority. DETAX may retain deliveries if the buyer is in default with the documents. If the proof fails to show that the articles in the delivery have arrived in other regions of the community, the buyer shall reimburse the VAT and fines established by the fiscal authority in full.

4. Fixed Dates, Impediments to Performance, Transfer of Risk

4.1. Delivery dates quoted are to be understood to be approximate, unless stipulated otherwise in expressly binding agreements, provided that the buyer has submitted DETAX with all information, subjects and documents necessary for making delivery. The execution periods are extended appropriately without any further agreement in cases of force majeure, due to official directives or in the event of other circumstances for which DETAX is not at fault.

4.2. Other rights to a solution notwithstanding, the buyer and DETAX are entitled to withdraw from the agreement if the duration of the impediment to performance exceeds a period of eight weeks or the performance is not possible for an indefinite period of time, e.g. due to official directives or subsequent discontinuation of export or import options. The customer is not entitled to claims for damages in this case.

4.3. The risk of damage to or loss of the goods passes to the buyer in the time period at which the buyer is informed by DETAX that the goods are available for pick-up ("ex works", according to Incoterms 2010).

5. Intended Nature of the Goods, Quantity Tolerances

5.1. The intended nature of the goods complies with the contractual agreements. Unless expressly defined, these properties are not guaranteed. Additionally, in the case of a purchase according to models and samples, the model/sample is only considered to be a demonstration piece in order to show the general nature or type of goods. Unless expressly stated in an agreement, the properties of the model/sample are not guaranteed.

5.2 Technical changes which are required for manufacturing reasons, or which are

necessary due to legislative changes, or which serve the product update and maintenance, shall be admissible if they are reasonable for the customer.

5.3. In the case of manufacturing according to badge size, DETAX is entitled, according to production yields, to deliver 15% more or less than agreed upon.

6. Obligation to Give Notice of Defects

Deliveries are to be inspected promptly by the buyer after delivery with respect to damages or defects. Following unreserved acceptance of the goods by the buyer or a person commissioned by the buyer, any subsequent claim due to external appearance of the delivery are excluded. The same applies to weight discrepancies. Notification of detectable defects of the goods may only be made within 3 working days after delivery and other defects only within 3 working days after discovery. Notices of defects must be made in writing.

7. Warranty

7.1. DETAX ensures that the goods delivered are free of defects in material and workmanship. DETAX does not assume any responsibility for the goods' suitability for a particular purpose unless DETAX has expressly agreed to this liability in writing. DETAX does not assume any responsibility for defects of the goods which trace back to a description of the goods or a specification of the buyer.

7.2 Slight deviations from the agreed or standard quality do not constitute a defect in a product.

7.3. For defects for which notification is promptly made and which more than insignificantly limit the value or usability, DETAX initially, according to choice, provides for delivery of replacement goods free of defects or rework or a replacement delivery. In the case of a replacement delivery, the buyer is not entitled to withdrawal or a price reduction until after two failures. For the replacement goods, DETAX's provisions are limited to the same scope as in the case of the original delivery.

7.4 DETAX shall not be liable for defects resulting from inappropriate or improper use, faulty handling or by normal wear and tear provided that DETAX does not bear any responsibility for the damage. Replacements are excluded.

7.5 Unless otherwise specified in writing, the resale of goods to further countries, others than the destination of the buyer, is expressly prohibited. In the event of non-compliance the buyer is obliged to reimburse DETAX the loss resulting from the breach of this agreement.

7.6. Goods may only be returned with the express written consent of DETAX. The return delivery must be made carriage-free. For goods sent in breach of the terms and conditions or sent carriage forward, DETAX calculates a lump sum operating cost of 20% of the merchandise net value. Return shipment is at the buyer's risk.

7.7. The period of limitation for all warranty claims is 12 months from the transfer of risk (according to section 4.3).

8. Liability

DETAX is liable for deliberate acts and gross negligence. DETAX is also liable in the case of negligent breaches of major contractual obligations. In the case of minor negligent breaches of major contractual obligations, liability is limited to foreseeable damages typical for the agreement. The buyer may resell the DETAX brand products only in their unaltered original packaging. In case of any alterations, the liability of DETAX is excluded. Liability due to culpable damage arising from death and injury to the body and health remains unaffected. This also applies to liability according to the Product Liability Act. Any other claims are excluded.

9. Reservation of Title

Regardless of delivery and transfer of risk or other provisions of these terms and conditions of business, ownership of the goods shall not transfer to the buyer until the entire purchase price has been paid. Following any withdrawal from the agreement, DETAX has the right to reclaim the goods, otherwise to sell them or dispose of them. Unless the goods have been paid for in full, the buyer must hold the goods in trust or DETAX and store the goods separate from his/her property and that of third parties and properly store, secure and insure the reserved property as well as mark it as the property of DETAX. Until full payment has been made, the buyer may resell the goods, though he/she must keep any payments (including any insurance settlements) for DETAX and keep the funds separate from his/her property and that of third parties. If the goods are processed further and if the further processing is conducted with parts of which the conditional seller does not have ownership, the conditional seller thus acquires corresponding part ownership. The same shall apply for the case in which DETAX's goods are intermingled with those of another party. In the event of seizure or other third-party interventions, the buyer is to immediately notify DETAX so that DETAX can file a suit in accordance with § 771 German code of civil procedure [ZPO]. To the extent the buyer does not comply with this duty, he/she is liable for the resultant damages. DETAX agrees to release the securities due to him/her at the request of the buyer insofar as the marketable value of the securities exceeds the receivables due to DETAX. The selection of securities to be released shall be made by DETAX.

10. Applicable Law, Place of Jurisdiction

10.1 The present agreement is subject to German law, without giving effect to its conflict of law provisions and without giving effect to the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG). Both parties declare that they agree to the exclusive jurisdiction of the court at DETAX's place of business. DETAX also has the right to bring an action at the court which has jurisdiction for the buyer or at any other court which may be competent at the place of execution of the obligations.

10.2 The invalidity of any provision of these general terms and conditions shall not affect the validity of the other provisions. Invalid provisions shall be deemed to be replaced by such valid provisions that shall be suitable to fulfil the economic purpose of the deleted provision to the greatest extent possible.